

Professional Negotiations Agreement

Between The

MONTICELLO EDUCATION ASSOCIATION

and the

**MONTICELLO COMMUNITY SCHOOL
DISTRICT**

for the

2007-2008 SCHOOL YEAR

Monticello, Iowa 52310

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ARTICLE I

PREAMBLE

The Board of Directors of the Monticello School District of Jones County, State of Iowa, hereinafter referred to as the "Board", and the Monticello Education Association, hereinafter referred to as the "Association", which association represents employees in the bargaining unit, hereinafter referred to as "employees", as defined and certified by the Public Employment Relations Board, agree as follows:

ARTICLE II

Recognition

The Board of Directors of the Monticello Community School District, hereinafter referred to as the "Board", recognizes the Monticello Education Association, hereinafter referred to as the "Association", as the sole and exclusive bargaining agent for district employees included in the stipulated bargaining unit certified by the Public Employment Relations Board (Case #191), October 1, 1975,

TO WIT:

Included: All classroom teachers, counselors, department chairpersons, nurses, gifted coordinator and media specialist.

Excluded: Athletic Director, tutors, teacher associates, custodians, bus drivers, cooks, secretaries, substitute teachers, substitute associates, non-teaching extra duty positions, principals and assistant principals, mechanics, food service director and grounds transportation supervisor, maintenance, and all other employees excluded by Section 4 of the PERB.

ARTICLE III

GRIEVANCE PROCEDURE

A. Purpose

The purpose of this article is to provide for a mutually acceptable method, the prompt and equitable settlements of employee grievances and disputes over the interpretation and application of this Agreement. The Board, the Association, and the employees shall attempt to resolve informally or at the earliest possible stage all grievances. Informal settlements in any stage shall bind the immediate parties to the settlement, but shall not be precedents in a later grievance proceeding.

B. A grievance is a claim or dispute concerning the interpretation or application of the terms of this Agreement.

C. 1. Every employee covered by this Agreement or the Association shall have the right to present grievances in accordance with these procedures.

2. The failure of any employee (or, in the event of an appeal to arbitration, the Association) to act on any grievance within the prescribed time limits will act as a bar to any further appeal and an administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement.

3. It is agreed that any investigation or other handling or processing of any grievance by the grieving employee shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the grieving employee or of other employees.

4. Nothing in this Agreement shall prevent either party from having legal counsel or other representatives with them at each step.

5. If the grievance involves more than one building it may be presented initially at Step 3.

D. 1. First Step

An attempt shall be made to resolve any grievance in a documented conference discussion between complainant and the principal or his/her designated representative. Such action shall be within ten (10) working days of the event giving rise to the alleged grievance. A summary of the level one discussion should be written and signed by both parties to permit them each to retain a record of the outcome. (See appendix C)

2. Second Step

If the grievance cannot be resolved through step 1, the aggrieved employee or Association shall file the grievance in writing and, at a mutually agreeable time, discuss the matter with the principal. The written grievance shall state the nature of the grievance, and shall note the specific clause or clauses of the agreement allegedly violated, and shall state the remedy requested. The filing of the formal, written grievance at the second step must be within ten (10) working days from the first date of the step 1 conference. The principal or his/her designee shall make a decision on the grievance and communicate it in writing to the employee, the Association, and the superintendent within ten (10) working days following the meeting (or the date the written grievance is received if no meeting is held) between the principal and the aggrieved.

3. Third Step

In the event a grievance has not been satisfactorily resolved at the second step, the aggrieved employee or Association shall file, within five (5) working days of the written decision at the second step, a copy of the grievance with the superintendent. Within ten (10) working days after such written grievance is filed, the aggrieved and the superintendent or his designee shall meet to resolve the grievance. The superintendent or his designee shall file an answer within ten (10) working days of the third step grievance meeting and communicate it in writing to the aggrieved. The superintendent shall confer with the Board if the time limits permit.

4. Fourth Step

If the grievance is not resolved satisfactorily at Step 3, there shall be available a fourth step of impartial, binding arbitration. The Association may submit, in writing, a request on behalf of the Association and the grieving employee to the superintendent within thirty (30) days from the receipt of the Step 3 answer to enter into arbitration. At the same time a request shall be made to the PERB to provide a panel of seven (7) arbitrators. Each of the two parties, the moving party striking first, will alternately strike one (1) name at a time from the panel until only one (1) shall remain. The remaining name shall be the arbitrator. The decision of the arbitrator will be binding.

The arbitrator's decision shall be in writing and will set forth his/her findings, reasonings and conclusions on the issues submitted. The arbitrator shall have no power to alter, add to, or detract from the specific provisions of the agreement. No decision of the arbitrator shall in any way be in derogation of the powers, duties and rights established in the Board by constitutional provisions statute, ordinance, or special legislative acts.

The costs for the service of the arbitrator will be borne equally by the Board and the Association. If the Association or any employee files any claim or complaint in any form other than under the grievance procedure of this Agreement, then the school district shall not be required to process the same claim or set of facts through the grievance procedure.

E. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and, if left unresolved could result in irreparable harm to a party in interest, the grievant, Association, and Superintendent may, by mutual agreement, at any step, agree to shorten the normal time limits set forth in steps 1, 2, and 3 shall be reduced to 5 working days for each time limit. In this instance, working days shall mean weekdays during which employees with 12 month contracts would normally be scheduled to work. The 30 day guideline for filing for arbitration as set forth in Step 4 shall be reduced to 15 days.

ARTICLE IV

MANAGEMENT RIGHTS

It is expressly understood and agreed that all functions, rights, powers, or authority of the administration of the School District and the Board of Directors are retained by the Board and that nothing contained herein is intended to or shall conflict with or abrogate the powers or duties and responsibilities vested in the School District and the Board of Directors by the laws of the State of Iowa. However, these rights and powers shall in no way supersede any provision of this agreement.

ARTICLE V

ASSOCIATION RIGHTS

A. The Association will have the right to use school buildings and facilities at reasonable times for a reasonable number of meetings. Up to four such meetings may be scheduled during working hours at 3:30 P.M. or later. Other meetings will be outside of the regular working hours. Such meetings shall in no way interfere with any aspect of the instructional or extra-curricular program.

The time and place of all meetings shall be arranged in advance with the building principal. The association will pay all out-of-pocket expenses to the District resulting from such meetings and will pay any additional costs necessitated by such use.

The fee to be charged the Association for use of school facilities shall be based on the schedule provided by the Board of Directors for community groups.

B. There will be one bulletin board reserved for use by the Association in each school building, which will be placed in the faculty lounge where possible, for the purpose of displaying notices, circulars and other material.

C. The Association shall have the right to place a reasonable amount of notices, circulars, and other material in teachers' mailboxes with a copy being furnished to the building principal.

D. Duly authorized representatives and their respective affiliates shall be permitted to transact official Association business on school property at reasonable times, provided that this shall in no way interfere with or interrupt normal school operations and provided all outside agents check in at the building principal's office.

E. The Association president will be provided a copy of the Board Agenda, which will be available to be picked up prior to the Board meeting. If policy items are on the agenda, the president may get further written or oral amplification from the superintendent.

ARTICLE VI

PAYROLL DEDUCTIONS

Upon appropriate written authorization from the employee, the Board may deduct from the salary of any employee and make appropriate remittance for (1) tax sheltered annuity premiums; (2) life insurance premiums; (3) dental insurance premiums; (4) optical insurance premiums; (5) disability insurance premiums; (6) cancer insurance premiums; or (7) individual retirement annuity. Such deductions shall be remitted to the proper company on the same day that payroll checks are issued or when a bill is received, whichever is later.

ARTICLE VII

DUES DEDUCTION

A. Each year the Association will notify the Board in writing, which may be revoked at any time by giving thirty (30) days written notice, stating employee names and the exact amount of such regular membership dues to be deducted from regular monthly employee payroll checks. Said deductions shall be remitted the same day that payroll checks are issued to the official designated in writing by the Association to receive such deductions. The Board shall deduct one-eleventh (1/11th) or one-eighth (1/8) of the total dues from each such employee each month, beginning in October and ending in May or August each year. Requests for dues deductions shall be filed with the Board by October 1 of each year for employees under contract at that time. Persons who commence employment after said date must file by the first (1st) day of the month immediately following commencement of employment and shall have the total dues pro-rated on the basis of the remaining months of employment through August.

B. Such authorization shall continue in effect from year to year unless revoked in writing by a thirty (30) day notice to the Board and to the Association.

C. The Association agrees to indemnify and hold the Board harmless against any and all claims, suits, order or judgments brought or issued against the Board as a result of any action taken or not taken by the Board under the provisions of this article.

ARTICLE VIII

COMPENSATION

A. Basic Salary of Employees

The basic salaries of employees covered by this Agreement are set forth in Appendix A, which is attached hereto and incorporated in this Agreement.

B. Schedule of Additional Pay for Extra Duties

An employee assigned extra duties will be paid on the schedule of extra pay for additional duties as set forth in Appendix B., which is attached hereto and incorporated in this Agreement. Qualified employees may be assigned as part of their total contract extra duties.

C. Advancement on Salary Schedule

Employees on the regular salary schedule will advance one (1) increment or vertical step on the schedule for each year of service until the maximum for their educational classification is reached.

No employee shall be held on step without just cause. If any employee remains on a vertical step at least one year, and move to a new educational classification, the employee will advance one (1) increment or vertical step.

D. Educational Lanes

An employee who meets educational standards for advancement on the salary schedule must give notice of such schedule advancement to the Superintendent's office by April 1st of the year preceding the school year when such change will take effect.

To be eligible to advance on the salary schedule by meeting educational standards, the necessary degree must be granted or the necessary credit must be received, and verified to the Superintendent's office by official transcript prior to **October 1st**.

Where a college course credit or other acceptable credit is to be used for the purpose of horizontal advancement on the salary schedule, such credit must be related to the present assignment of the employee, meet a requirement toward a degree related to the present assignment of the employee, or be approved by the Superintendent or his designee as being beneficial to the school district. (Appendix D.)

E. Placement of Newly Hired Personnel

Newly hired employees may be granted up to full credit for prior professional education experience, as determined by the Superintendent, when placed on the salary schedule.

F. Extra Compensation for Covering Classes

It is desirable for each employee to have an uninterrupted preparation period each day. The practice of using a regular employee as a substitute, thereby depriving the employee of his/her preparation period, is undesirable and shall be discouraged. An employee may, when there is mutual agreement between the Principal and the employee, serve as a substitute, and assigned employees shall be paid at the rate of \$18.00 per hour. Such coverage shall be arranged by the Principal of the school in question and shall be distributed as equitably as possibly among the employees.

G. Method of Payment

1. Pay Periods

Each employee shall be paid in either twelve (12) or nine (9) equal installments on or before the 25th of each month. Those paid in nine installments will not receive checks in June, July, or August. Those paid in twelve installments may choose to receive their June, July, and August installments on or before June 25th. An election form will be given each employee, with their continuing contract or new contract, to allow the employee to choose the method of payment for the contract year. **Changes may be made up to September 1st of that school year.**

2. Exceptions

a. When a pay date falls on or during a school holiday, vacation weekend, employees shall receive their paychecks on the last previous working day.

b. Employees who are new in the teaching profession may, at their option, elect to receive up to 50% of the first salary installment after the completion of the first ten (10) work days of employment. The balance of the contracted salary shall then be prorated over the remaining pay periods.

3. Final Pay

Each employee upon retirement shall have the option of receiving all or any part of his/her earned, contracted salary on the last pay period of the contracted work year.

4. Summer Checks

Summer checks, other than for summer school teaching, shall be mailed to the address designated by the employee.

5. Direct Deposit

Employees' checks will be automatically deposited directly to the financial institution of their choosing.

H. State Educational Excellence Funds (HF 499)

1. Phase I and II funds are incorporated into the proposed salary schedule. In the event that these funds are not appropriated in the future the salary schedule will be adjusted accordingly.

ARTICLE IX

BENEFITS

BENEFITS:

A. The Board agrees to provide the following benefit as defined below:

1) The Board will pay a monthly benefit premium of **\$615.00 for 2007-2008** for each individual full time employee scheduled to work 30 hours (.75) or more per week. This monthly premium **must** first be applied to one of the district's group health insurance plans. The remainder of the monthly benefit premium may be used for the following purposes (subject to IRS Code and additions by mutual agreement between the Board and the Association): (1) tax sheltered annuity premiums, (2) life insurance premiums, (3) dental insurance premiums, (4) optical insurance premiums, (5) disability insurance premiums, (6) cancer insurance premiums or (7) individual retirement annuity. It shall be the responsibility of the employee to submit instruction in writing to the district comptroller which will permit the selected distribution of funds. Excess benefit premium dollars will be disbursed to a maximum of one vendor for one purpose per employee. The vendor is required to provide a monthly invoice to the district comptroller.

2) The Board will pay a monthly benefit premium of \$315.00 for 2007-2008 for each individual part time employee scheduled to work 20 to 29.99 (.5 - .749) hours per week for the purposes listed in item A. - 1 above. It shall be the responsibility of the employee to submit instruction in writing to the district comptroller which will permit the selected distribution of funds. Excess benefit premium dollars will be disbursed to a maximum of one vendor for one purpose per employee. The vendor is required to provide a monthly invoice to the district comptroller.

3) If married employees are members of the bargaining unit, they may add their individual monthly benefit premiums together and apply toward any combination of the benefits listed in A.1 above. Married employees are entitled to a sum equal to the entire premium of the full family coverage.

4) The Board of Education will provide a Long Term Disability insurance benefit for employees working a minimum of 20 hours per week. The policy will provide 60% of Basic monthly earnings to a maximum benefit of \$4,000.

B. The Board shall have the right at any time to procure comparable medical insurance as listed in A. 1 above as provided currently by Iowa Schools Employee Benefits Association from any other insurance company.

C. Eligibility for coverage, coverage period, and dates of premium payments necessary for such coverage shall be determined by the Board. To be eligible to receive the monthly benefit premium, the employee must complete all necessary paperwork. Employees determined by the insurance carrier to be ineligible for insurance coverage shall receive from the Board an amount equal to their monthly benefit premium that they would qualify for as provided in "A.1, A.2, and A.3" above.

D. The Association president or vice president shall be notified of changes in insurance carriers at least fourteen (14) days prior to Board action.

ARTICLE X

LEAVES OF ABSENCE

A. Sick Leave

1. Employees covered under this agreement shall be granted leaves of absence with pay for personal illness or injury, as prescribed by the Statutes of Iowa, in the following amounts:

1st year of employment-----25 days

2nd year and subsequent years of employment 25 days each year

2. The above amounts shall apply only to consecutive years of employment in the district and may be accumulated to a maximum total of 130 days.

3. No more than ten (10) of the sick leave days may be used for family illness (family defined as the spouse, children, father, mother, brother, sister, mother-in-law, father-in-law of the employee).

4. Employees covered under this agreement, who have been on the staff beginning with the 1975-1976 school year, or prior to 1975-1976, shall be granted leave of absence with pay for personal illness or injury, as prescribed by the Statutes of Iowa, in the following amounts:

1979-1980 - 189 days; extended contracts -195 days

Subsequent years of employment - 189 days;

extended contracts - 195 days each year, unless this Article is reopened for negotiations by the parties.

Such leave shall not accumulate from year to year.

5. Payment for the leave of absence as provided in 1., 2., and 3, above shall not exceed 195 days for any single illness or injury.

6. An employee returning from any illness, whether or not sick leave benefits have been paid, may be required to furnish a physician's certificate of health prior to returning to work.
7. All sick leave benefits shall terminate and/or be forfeited upon termination of employment for any reason.
8. When an employee will be absent from work, he/she shall give notice to the principal or the person designated by the principal to receive such notice. If the absence is for consecutive days, the principal or his/her representative shall be notified of the probable date of return of the employee.
9. Sick leave under this contract shall be applicable to employees applying for anticipated disability leave. An employee's sick leave benefits for anticipated disability will be limited to the employee's accumulated sick leave and shall be paid only during the time of medical confinement, which shall be the time medically indicated by the employee's physician for termination and recommencement of duties. Whenever possible, an employee who anticipates disability shall notify the building principal of the anticipated date of disability not later than ten (10) working days prior to the time of disability. Any notice required shall be in writing, stating the date of anticipated disability, and the date when the employee expects to recommence duties.

Following leave for anticipated disability, the employee shall furnish a statement from a physician that the employee is physically capable of resuming duties and on what date.

10. The Board shall grant additional leave without pay if medically indicated, provided, however, that in no event shall any leave exceed a period of one year. The Board may in each instance require medical evidence confirming the necessity for such leave of absence.

B. Personal Leave

1. Two (2) days per year, at full pay, not cumulative, shall be allowed to conduct personal business. Personal leave shall not be used to extend any summer vacation days or any vacation days or holidays which are in the current school calendar unless prior approval is secured from the Superintendent of Schools fourteen (14) days in advance of the day of leave. Weekends are not considered vacation days unless they are immediately preceded or followed by summer vacation days or vacation days or holidays which are in the current calendar.
2. Except in the case of any emergency situation, notification for a personal leave shall be made in writing at least three (3) school days prior to the requested leave date.
3. The limits for personal leave granted in any single day shall be as follows:
 - High School - 2 staff members
 - Middle School - 2 staff members
 - Elementary buildings - 2 staff members each building
 - Those who first apply will be granted.
4. With the approval of the Superintendent the above limitation can be exceeded.
5. Employees with unused personal leave at the end of the contract year may be reimbursed at the then current substitute rate of pay for each personal leave day not used. The employee is required to request this reimbursement in writing to the superintendent prior to May 25 or the last school day before the 25th if the 25th falls on a weekend or holiday. The reimbursement will be included in the regular June payroll check. Unused personal leave shall not accumulate from one year to the next.

C. Judicial Service Leave

1. An employee who is called for jury service or is subpoenaed to testify shall be permitted to be absent from his/her duties without loss of pay and without charge against any leave. Pay received for jury service shall be reported to the employer and the salary of the employee shall be reduced in the amount the employee received for jury service. It is understood that no such payment will be made to an employee for such service on any day the employee would not have worked for the School District.

2. In order to receive the payment under this section, the employee must give the principal or the principal's designated representative five (5) days prior written notice of the summons for service and must furnish satisfactory evidence that such service was performed on the days for which a payment is claimed. An employee not required to perform jury duty all day shall return to work.

D. Association Leave

1. Up to five (5) days shall be available for representatives of the Association to attend conferences, conventions, or other activities of the local, state and national affiliated organizations. When a substitute is required, the Board shall pay the cost of the substitute. An additional three (3) days shall be available for representatives of the Association to attend arbitration and fact finding hearings involving the Monticello School District. When a substitute is required, the Association shall pay the cost of a substitute.

2. The building principal shall be notified of the necessity for attending such meetings at least seven (7) days prior to the anticipated attendance.

3. No more than three (3) employees shall be on association leave at one time.

E. Professional Leave

Each employee covered by this agreement may make application for professional leave; the application shall be made to the principal at least three (3) weeks in advance of the proposed leave. The decision to grant such leave shall be the decision of the principal. Such leaves shall be used for the purpose of:

- a. Visitation to view other instructional techniques or programs;
- b. Conferences, workshops, or seminars conducted by colleges, universities, or other educational institutions or organizations.

F. Family Illness

A leave of absence without pay may be granted at the discretion of the Board for the remainder of the school year for the purpose of caring for a sick or injured member of an employee's immediate family (spouse, children or legal dependent). Additional leave may be granted at the discretion of the Board.

G. Educational Improvement Leave

An educational improvement leave of absence, without pay, may be granted to any employee who has completed at least five (5) years of experience in the Monticello School District. Such leave, of up to one (1) year, is to be used for the purpose of engaging in study at an accredited college or university. Written application shall include a full program of graduate study, or the equivalent thereof; be directly related to the employee's professional responsibilities; be submitted by December of the year preceding the requested year to the Superintendent. No more than two (2) certified employees shall be on such leave during any one school year and notification to recipients of such leave shall be made by January 15.

An employee, upon successful completion of his/her educational leave program, will assume the next sequential step, from one previously held, on the salary schedule.

An employee who fails to substantially complete the program of study as submitted on his/her application shall be subject to discharge.

H. Bereavement Leave

In case of death in any employee's immediate family, the employee will be granted up to a five (5) day leave with pay. Immediate family shall be defined as the employee's: spouse, children, parents, brother, sister, grandparents, grandchildren, mother-in-law, father-in-law, brother-in-law, sister-in-law, spouse's grandparents and grandchildren. In the event of a death of a significant other person not listed as immediate family, the employee may be allowed to utilize up to five (5) days of bereavement leave, with pay, as approved by the superintendent.

I. Emergency Leave

1. Emergency leave may be allowed with full pay to the extent of five (5) days in any one school year without loss of pay for any other just cause as approved by the Superintendent.

2. In cases where the students are not required to attend due to inclement weather, teachers will be granted emergency leave if unable to meet required attendance.

3. Except in cases of extreme emergency, request for emergency leave shall be made in writing at least three (3) school days prior to the requested leave date and must be submitted to the office of the Superintendent for approval. Reasons for the emergency leave shall be set forth in the written request for the leave. If the nature of the situation makes it impossible to submit a written request in advance, an oral request shall be submitted to the superintendent and then confirmed in writing within five (5) days after returning to work. The request shall state the reason for the proposed leave. If the superintendent is not available, an oral request can be submitted to the employee's building principal.

4. An emergency is a sudden and unexpected event, very unusual and infrequent in occurrence, which requires the employee's prompt and immediate attention making it absolutely necessary to be absent from work.

J. Unpaid Leave

Leave of absence without pay may be granted by the Superintendent at his/her sole discretion.

K. Adoption Leave

In cases of adoption of a child, one employee per family shall be eligible for a leave of absence, with pay using sick leave, using the following schedule:

<u>Age of Adopted Child (children)</u>	<u>Length of Leave</u>
0 - 2 years of age	10 working days
2 - 6 years of age	5 working days
7 years of age and above	3 working days

A longer period of time may be granted by the Superintendent without pay. Upon returning to employment, the employee shall resume all previously accrued rights and privileges.

L. Non-domestic teaching leave

A one (1) or two (2) year leave of absence without pay or benefits may be granted by the superintendent for the purpose of teaching in a non-domestic school (i.e. Outside U. S. and its territories). The teaching experience must be in an accredited institution with duties comparable to the teacher's present assignment with the Monticello School District. Upon return from the experience, the employee will be given credit on the salary schedule for the additional year(s) of experience. Employees must notify the district in writing of their intent to return by February 1st prior to the year of the expected return to the district. Employees granted such leave shall sign the "Non-domestic Teaching Leave Agreement" as provided by the district.

However, an additional credit shall not be earned in regard to the district's seniority list during this leave.

Application deadline is February 1 of the school year preceding the school year of the requested leave.

ARTICLE XI

EMPLOYEE WORK YEAR

A. The length of the in-school year, the dates on which the in-school year begins and ends, and all matters affecting the school calendar shall remain within the sole discretion of the Board, except as provided in this article.

B. Where an employee, under contract on a nine month basis, is required to perform duties on more than one-hundred eighty-nine (189) days during the contract year, the employee shall be compensated for each day worked at the rate of one one-hundred ninety-fifth (1/195) of his/her contract. When it is necessary to deduct compensation for a day or days, the deduction shall be at the rate of one - one hundred ninety-fifth (1/195) per day. This provision shall not apply to duties performed pursuant to additional assignments, as described in Appendix B of this Agreement.

C. No employee shall be required to perform duties on Labor Day, Thanksgiving Day, Good Friday, Christmas Day, New Year's Day and Memorial Day. This provision shall not apply to employees on additional assignments, as described in Appendix B of this Agreement, if they are in charge of an activity scheduled for that day.

ARTICLE XII

EMPLOYEE HOURS

A. A total work day for teachers shall consist of not more than eight (8) hours, which shall include a 25 minute lunch period, at least twenty (20) minutes of which shall be duty free. The arrival and departure time for each employee shall be determined at the discretion of the Board.

On Fridays, **excluding district-wide Professional Development Days**, and the day preceding holiday vacations the **employee(s)** departure time will be fifteen (15) minutes after the end of the student day.

Before and after the student day, a teacher may arrive late or leave early with the consent of the building principal. The lost time shall be made up the day before, the same day or the day after.

B. Employees may be required to attend, without additional compensation, eleven (11) faculty or other professional meetings, either immediately before or after their regular work day. However, such meetings shall not be more than three (3) hours in length nor last past 10:00 P.M. Employees will be given twenty-four (24) hours written notice that attendance is required.

C. In addition to the above, employees may be required without additional compensation to attend no more than four (4) evening meetings outside the regular school day each semester. This would exclude unpaid class or club sponsors or chaperons for activities. Attendance at additional meetings shall be at the discretion of the employee.

D. When mutually agreed to by the principal, staff members may substitute scheduled teacher in service, non-teaching work, and parent-teacher conference time for other non-teaching work or in service time. Such agreements shall not be construed to limit other provisions of this or other articles.

E. During the employee's normal working hours there will be a time allotment for the purpose of classroom preparation. The principal or his/her designee shall designate the time and location for such preparation time.

ARTICLE XIII

HEALTH PROVISIONS

A. Physical Examinations

Physical examinations shall be required of all employees upon their initial appointment, and as soon as arrangements with a physician or laboratory can be made. Forms for examinations shall be provided by the school district and the costs shall be borne by the school district in an amount not to exceed thirty-five (\$35.00) dollars.

ARTICLE XIV

STAFF REDUCTION

A. Definitions

1. Reduction is something less than the current employee contract.
2. "Date of hire" is defined as the date entered on the employee's original teaching contract, next to the employee's signature.
3. Seniority shall be based upon the cumulative years of teaching experience within the Monticello Community School District. Seniority shall be computed in one year increments from the original date of hire and will not be broken by unpaid leaves of absence or employment by the Board in a position outside the bargaining unit, but such time will not be counted in computing seniority. Part time employees shall accrue seniority on a pro rata basis beginning August 21, 1981.

Seniority for part time employees before the 1981-82 school year is computed as full-time years. When seniority is equal between or among employees, ranking of those employees shall be determined by date of hire. Official seniority lists shall be submitted to the MEA President before December 1 of each year.

4. A program referring to "maintain a program" includes any single course or extra-curricular activity determined by the Superintendent.

5. All vacancies shall be determined by the Superintendent.

B. Procedures

1. If the Board, in its sole discretion, shall determine to reduce staff or discontinue programs, an effort shall be made to accomplish the same by attrition.

2. If such reduction or discontinuance shall occur, layoffs shall be within the categories hereafter enumerated. All categories apply district-wide.

<u>Elementary (K-6)</u>	<u>Secondary (7-12)</u>	<u>K-12</u>
1. K-6 Teachers	2. Language Arts	11. Art
	3. Social Studies	12. Vocal Music
	4. Mathematics	13. Instrumental Music
	5. Science	14. Physical Education
	6. Foreign Language	15. Media Specialist
	7. Home Economics	16. Counselors
	8. Industrial Arts	17. Special Education
	9. Business Education	18. Nurses
	10. Vocational Agriculture	19. Other

No employee shall be laid off unless all the employees in the same category in the lower range(s) have been laid off. (For example, an employee in the K-6 category with three years of seniority shall not be laid off as long as there are employees in the K-6 category in the 1-2 range.

When staff reduction must occur in one of the above categories, and the least senior member is employed in other categories as well, that staff member shall be reduced first unless needed to maintain a program.

3. Staff members with emergency and/or temporary certification within the preceding categories shall be laid off first, unless needed to maintain a program.

4. Once the decision as to the teacher(s) who is (are) to be reduced has been made the parties shall exclusively follow the procedures spelled out in Sections 279.13 of the Iowa Code.

5. The Administration shall notify the president of the Association that a meeting will be held to notify the staff of reductions no later than April 15 of the preceding school year. Official notifications will be made by April 30 of the preceding school year.

6. Persons who qualify for other existing programs as determined by certification, training and/or experience will be transferred to available vacant positions. The person transferred to the available vacant position may be required to acquire additional hours up to a maximum of eight (8) hours in the program area if requested by the Board.

7. Any staff member changing job categories shall retain full district seniority.

C. Recall Provisions

1. An employee laid off pursuant to this policy shall have recall rights for two (2) years from the effective date of his/her layoff, and shall be recalled in inverse order of the layoff.

2. During said layoff, the employee shall not be prevented or prohibited from seeking and accepting employment elsewhere and shall not have his recall rights terminated except by written request of the employee.
3. The Superintendent shall determine when a vacancy exists and shall notify those employees on recall by certified mail. The Association president shall also be notified. Within ten (10) calendar days after an employee receives notice of reemployment he/she must advise the Board in writing, of rejection or acceptance of the offered position.
4. Any employee who is recalled for a position after having been laid off shall be placed on the current salary schedule at the step immediately above the step in effect at the time of the layoff. A teacher on recall shall not accrue any sick leave, benefits, or experience on the salary schedule. The employee shall receive credit on the salary schedule for experience gained in other school districts in Iowa or additional qualifying education during the layoff period.
5. Employees employed to fill a vacancy created by the awarding of a leave of absence shall not be eligible for the benefits of this Article.

ARTICLE XV

EVALUATION PROCEDURES

I Teacher/Status/Definitions

- 1) Beginning teacher is an individual serving under an initial license issued by the Iowa Board of Educational Examiners under chapter 272 who is assuming a position as a classroom teacher. A teacher as defined in the Teacher Quality legislation is an individual who is employed as a teacher, librarian, media specialist, or counselor in a non-administrative position by a school district or an area education agency.
- 2) Career teacher is an individual who is serving under a standard license and has had at least two years of successful teaching in a public school in Iowa or has had three years of successful teaching in a nonpublic Iowa school or in a school outside of the state of Iowa.

II Beginning Teacher Evaluation(Tier I)

A. Beginning Teacher

The Beginning Teacher Evaluation is designed for all newly hired teachers without career licensure. The purpose of Beginning Teacher Evaluation is to:

- i) Ensure that the Iowa Teaching Standards, criteria for the standards, and the expectations of the local school district are understood, accepted and demonstrated.
- 2) Provide support in the implementation of the standards
- 3) Provide evidence to support continuing employment and movement to the career teacher level
- 4) Facilitate the new teacher's engagement in professional development through the Mentoring and Induction Plan and the district career development plan (CSIP).
- 5) Provide evidence to make recommendations to Board of Educational Examiners on licensure for beginning teachers.

B. Required Activities

Within the first three weeks of the commencement of the school year the building administrator will meet with all beginning and new teachers to review expectations and evaluation timelines. The expectations will include the Iowa Teaching Standards and Criteria. At this time the administrator will provide staff with copies of all evaluation guidelines and forms.

C. Year One and Two

1) Formal Observations - Three formal observations will be conducted for each beginning teacher in year one and two. Two formal observations must be conducted prior to February 1, of each year. The third observation must be held prior to the required summative evaluation conference (to be completed by March 30). Each of these observations will have a pre-observation and post-observation conference. The pre-conference should be held within two days prior to the formal observation and the post-observation conference, between the evaluator and teacher, is to be held no more than ten working days after the formal observation. The teacher must be ready to discuss pre-observation and post-observation questions with the administrator at these conferences (the questions are presented in Appendix 1).

2) Informal observations may also be used at the discretion of the administrator. Informal observations include all things that reflect overall professionalism. These may include unannounced classroom visits, walkthroughs, and professional behaviors relevant to the setting.

3) A cumulative professional portfolio will be created and maintained by all beginning teachers in year one and two. The professional portfolio serves a catalyst for substantive growth in areas of teaching, philosophy, methods, and goals. Moreover, the portfolio provides administrators with concise, selective, evidence-based information from a variety of sources. The administrator and the beginning teacher will review and discuss the portfolio at scheduled conferences.

4) A final summative conference will be held with the first-year teacher on or before March 30. A comprehensive evaluation will be held with the second year teacher on or before March 30. The written evaluation must include the administrator's licensure recommendation of the teacher or a recommendation for continued participation in the district's mentoring and induction program. This continuing participation should not exceed one year.

III Evaluation for Career Teachers (Tier II)

A. Focus

This evaluation is focused on developing and supporting the professional development of teachers while also providing for the on-going assessment of the career teachers' mastery of the Iowa Teaching Standards. Demonstration of the Iowa Teaching Standards is an ongoing process and administrators have the continuous responsibility of monitoring excellence by using multiple alternative sources of data about daily practices that may include formal and informal observation, evidence of the implementation of school district's student achievement goals, review of professional development plans, feedback from students and parents, and any other relevant information.

B. Individual Career Development Plan

1) The Individual Career Development Plan (ICDP) is designed for all career teachers in the district. Ideally, the ICDP and the district goals will be closely aligned. ICDPs shall be based, at minimum, on the needs of the teacher, the Iowa Teaching Standards, and the student achievement goals of the attendance center and the school district (CSIP). Staff members are responsible to develop and implement their ICPD in collaboration with their supervisor and to work

collaboratively with their faculty in the implementation of the District Career Development Plan. The ICDP design may include learning activities for one, two or three year periods.

2) Initially, staff members will develop a draft of their plan. Staff members who will be working individually or in teams will meet and collaborate with their administrator to review, refine and finalize a plan by October 1. The role of the administrator is to be satisfied that the plan addresses the building student achievement or the comprehensive school improvement plan goals.

3) Individuals will submit the Mid-Year Reflection and Update and they will meet with their administrator to review, by February 1.

4) There will be a final review of progress submitted by the individual to the administrator by April 15th each year the plan is in effect. An annual conversation with the teacher's supervisor will be held to reflect progress on the career development plan. This should be held after the teacher has completed review of the progress.

Individual Career Development Plan Forms are available in Appendix 3.

C. Formal Evaluation

1) Within the first three weeks of the commencement of the school year the building administrator will meet with all teachers to review expectations and evaluation timelines. The expectations will include the Iowa Teaching Standards and Criteria, and such other expectations as indicated by the district. At this time the administrator will provide staff with copies of all evaluation guidelines and forms.

2) At least two formal observations will be conducted for each teacher once every three years. Teachers new to the district with prior teaching experience will be formally observed twice in year one and two. Each of these observations will have a pre-observation and post-observation conference. The pre-conference should be held within two days prior to the formal observation and the post-observation conference, between the evaluator and teacher, is to be held no more than ten working days after the formal observation. The teacher must be ready to discuss pre-observation and post-observation questions with the administrator at these conferences (the questions are presented in Appendix 1). The focus of the observation will be the Iowa Teaching Standards.

3) Informal observations may also be used at the discretion of the administrator. Informal observations include all things that reflect overall professionalism. These may include unannounced classroom visits, walkthroughs, and professional behaviors relevant to the setting.

4) All teachers will provide a body of evidence linking artifacts to the Iowa Teaching Standards and Criteria. Standards and criteria observed and noted during classroom observations or other administrative walkthroughs may constitute a part of such evidence/artifacts. The administrator and teacher will discuss artifacts at conferences.

5) There will be a comprehensive/summative evaluation conference between the administrator and teacher.

IV Evaluation for Intensive Assistance (Tier III)

When the evaluator determines, at any time, the teacher is not meeting one or more of the following:

- 1] District expectations under the Iowa Teaching Standards 1-7 & Criteria Standard 8 is excluded);

- 2] The Individual Career Development Plan; or
- 3] District expectations as stated in paragraph one (1) of Formal Evaluation above;

the evaluator shall recommend to the Superintendent that the teacher participate in the Intensive Assistance Plan. The process may begin at any time but should not exceed three (3) months in duration unless extenuating circumstances justify an extension.

Tier 3 is not grievable.

V Employee Review / Respond

Each employee shall have, upon request, the right to review the evaluation documents contained in his/her personnel file. An employee has the right to respond in writing to any evaluation documents. Any written statement by the employee shall be made at the time of the evaluation conference, or within five (5) working days following the conference.

VI Copies / Signature

All information pertaining to evaluation materials will be prepared in duplicate; one copy will be retained by the administration, and the other will be in the possession of the teacher. No teacher shall be required to sign a blank or incomplete evaluation form.

VII Grievance

Only "does not meet District standards" ratings on a "comprehensive/summative" form, are subject to Article III's grievance procedures. The timelines under Article III begin on the date of the evaluation conference at which the employee and administrator discuss the Final Yearly Rating form. This section does not apply to probationary employees (Iowa Code 279.19), who may not grieve evaluations during their probationary period. A "does not meet District standards" rating grieved under this section may not be grieved under any other Article of this contra

ARTICLE XVI

TRANSFER PROCEDURE

A. Definitions

1. Category means the category as enumerated in Article XIV (Staff Reduction) paragraph B.2.
2. A transfer is the movement of an employee to a different category, building or school district. Anyone transferred will remain an employee of the Monticello School District and retain all rights and privileges thereof.
3. An involuntary transfer is the movement of an employee to a different category, building or school district, initiated by the employer.
4. A reassignment is the movement of an employee, either voluntarily or involuntarily, to a different course or grade level within a category.
5. Shannon and Carpenter are considered one in the same building for the purpose of this article.

B. Voluntary Transfers

1. An employee possessing the necessary qualifications may apply for a voluntary transfer to any available vacancy and all applications shall be carefully considered. All applications shall be in writing and shall name the transfer for which the applicant wishes consideration. Academic preparation, certifications, candidate interview, and seniority will be considered by the administration in making a decision to transfer an employee.
2. If an employee is transferred, then the employee shall be ineligible to submit an application for any other transfer for a period of one (1) year from the date of such transfer.

C. Involuntary Transfers

1. When a position is to be filled by means of involuntary transfer, an employee will be notified, confirmed in writing if requested, and shall be entitled to a conference with the superintendent or his/her designee to discuss the reasons for said transfer. At the request of the employee, the superintendent shall set forth, in writing, the procedures used in the determination of said transfer. These procedures may include, but are not limited to consultation with principals; consideration of experience, seniority, education and performance, as they relate to the positions being considered; and a determination of what may be in the best interests of the students. If requested by the employee, the recognized association representative may be present at the time of the conference.
2. Employees involuntarily transferred shall be given consideration as to whether they wish to retain that position or be transferred again, should another transfer be necessary. This consideration shall be extended for the year following the involuntary transfer.

D. Transfers to Another School District

Employees transferred to another school district as part of a sharing arrangement, who are required to travel between districts, shall be eligible for travel reimbursement. Reimbursement will be calculated from the employee's Monticello school and include the extra miles required to travel to the out-of-district school and back. Reimbursement will not include miles from home to school and back. In the event an employee is shared with another school district, and said school district discontinues the sharing arrangement, the employee affected will return to the Monticello School District and resume the previously accrued rights and position.

E. Posting of Opportunities to Transfer

1. When school is in session, vacancies in the bargaining unit shall be e-mailed to each school and posted in the office and faculty room for twelve (12) calendar days before the final date when the applications must be submitted. Employees who desire to apply for the transfer shall submit their applications in writing to the superintendent or his/her designee, within twelve (12) calendar days from the posting. When a transfer is filled, all applicants shall be notified within a reasonable time thereafter.
2. When school is not in session, a notice of an opening creating an opportunity to transfer shall be sent to the Association, when it is advertised. Employees who desire to apply for the transfer shall submit their applications in writing to the superintendent, or his/her designee, within five (5) days of the notice.

ARTICLE XVII

NO STRIKE - NO LOCKOUT

A. The parties hereby acknowledge and recognize that it is illegal and contrary to public policy in the State of Iowa for any public employee or any employee organization to encourage or participate in a strike against any public employer, wherefore the parties agree that:

1. The Board shall not lock out its employees, and
2. The Association shall not strike.

ARTICLE XVIII

FINALITY AND EFFECT OF AGREEMENT

A. This Agreement supersedes and cancels all previous agreements and practices relating to items covered in this Agreement between the Board and the Association or any employee, unless expressly stated to the contrary herein and constitutes the entire agreement between the parties, and concludes collective bargaining for its term, except as provided in Article XIX of this Agreement

B. The parties acknowledge that during the negotiations which resulted in the Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement, the foregoing is not to prohibit either party from introducing items in future negotiating years which were withdrawn by either of the parties to achieve this Agreement.

ARTICLE XIX

COMPLIANCE AND DURATION

A. Separability

Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, then that article, section, or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, sections, and clauses shall remain in full force and effect.

B. Printing Agreement

The expense of copies of this Agreement shall be shared equally by the Association and Board after agreement with the Board on format within thirty (30) days after the Agreement is signed. The Agreement shall be presented to all employees now employed or hereafter employed.

C. Notices

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by telegram or letter at the following designated addresses or at such other address as may be designated by a party in written notification to the other party.

1. If by Association, to Board at 711 South Maple, Monticello, Iowa 52310.

2. If by Board, to Association at 217 S. Maple, Monticello, Iowa 52310.

D. Duration

This Agreement shall be effective as of July 1, 2007 and shall continue in effect until June 30, 2008.

E. Modification of Current Agreement

Negotiations shall be reopened on this agreement for any of the following reasons:

1. Serious error or omission is found and both parties agree to reopen, or
2. Any other item mutually agreed upon including any re-openers agreed to by the parties.

F. Successor Agreement

1. Either party may give written notice to the other party to negotiate a Successor Agreement as established by the Code of Iowa. Timelines as set forth by P.E.R.B will be followed.
2. Upon receipt of the notice, the negotiation team representing the Board and the negotiation team representing the Association shall meet for the purpose of negotiating whenever a mutually agreeable meeting time can be established.

G. Automatic Renewal of Agreement

If neither party notifies the other of its intent to negotiate a Successor Agreement by the date in (F., 1) of this Article, this Agreement shall automatically continue in force and will be in effect for equivalent periods as shown in (D) of this article.

H. Signature Clause

In witness whereof the parties hereto have caused this Agreement to be signed by their representative presidents, attested by their respective chief negotiators, and their signatures placed thereon, all on the 11th day of May, 2007.

Monticello Education Association

By Barb Balster
Barb Balster, President

Monticello Board of Education

By Lee Hein
Lee Hein, Board President

By Tony Amisler
Tony Amisler, Chief Negotiator
Chief Negotiator

By Randy L. Achenbach
Randy L. Achenbach, Superintendent

SALARY SCHEDULE

Appendix A - Salary Schedule

A. Base salary for the 2007-2008 school year shall be \$24,700.00

After July 1, 1997 no additional employees will be placed in the MA + 15 column.

B. Nurses ---Nurses will be allowed to move horizontally on the salary schedule when educational classification, in related areas, has been accomplished.

2007-08			SALARY SCHEDULE							5/7/07
			\$24,700							
	NURSES									
24700	RN (Non-BA)	B.A.	B.A.+10	B.A.+20	B.A.+30	M.A.	M.A.+10	M.A.+15	M.A.+20	M.A.+30
-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----
STEP 00	19266	24700	25194	25688	26182	27170	27664	27911	28158	28652
	0.780	1.000	1.020	1.040	1.060	1.100	1.120	1.130	1.140	1.160
STEP 01	20254	25564	26108	26676	27170	28281	28776	29022	29269	29764
	0.820	1.035	1.057	1.080	1.100	1.145	1.165	1.175	1.185	1.205
STEP 02	21242	26429	27022	27664	28158	29393	29887	30134	30381	30875
	0.860	1.070	1.094	1.120	1.140	1.190	1.210	1.220	1.230	1.250
STEP 03	22230	27293	27936	28652	29146	30504	30998	31245	31492	31986
	0.900	1.105	1.131	1.160	1.180	1.235	1.255	1.265	1.275	1.295
STEP 04	23218	28158	28850	29640	30134	31616	32110	32357	32604	33098
	0.940	1.140	1.168	1.200	1.220	1.280	1.300	1.310	1.320	1.340
STEP 05	24206	29022	29763	30628	31122	32727	33468	33468	33962	34456
	0.980	1.175	1.205	1.240	1.260	1.325	1.355	1.355	1.375	1.395
STEP 06	25194	29887	30677	31616	32110	33839	34333	34580	35074	35568
	1.020	1.210	1.242	1.280	1.300	1.370	1.390	1.400	1.420	1.440
STEP 07	26182	30751	31591	32604	33098	34950	35444	35691	35938	36432
	1.060	1.245	1.279	1.320	1.340	1.415	1.435	1.445	1.455	1.475
STEP 08	27170	31616	32505	33592	34086	36062	36556	36803	37050	37544
	1.100	1.280	1.316	1.360	1.380	1.460	1.480	1.490	1.500	1.520
STEP 09	27664	32480	33419	34580	35074	37173	37668	37914	38162	38656
	1.120	1.315	1.353	1.400	1.420	1.505	1.525	1.535	1.545	1.565
STEP 10	27664	33345	34333	35568	36062	38285	38779	39026	39273	39767
	1.120	1.350	1.390	1.440	1.460	1.550	1.570	1.580	1.590	1.610
STEP 11	27664	34209	35247	36556	37050	39396	39890	40138	40384	40878
	1.120	1.385	1.427	1.480	1.500	1.595	1.615	1.625	1.635	1.655
STEP 12	28158		36161	37544	38038	40508	41002	41249	41496	41990
	1.140		1.464	1.520	1.540	1.640	1.660	1.670	1.680	1.700
STEP 13				38532	39026	41619	42114	42360	42608	43102
				1.560	1.580	1.685	1.705	1.715	1.725	1.745
STEP 14				39520	40014	42731	43225	43472	43719	44213
				1.600	1.620	1.730	1.750	1.760	1.770	1.790
STEP 15				40014	40508	43842	44336	44584	44830	45324
				1.620	1.640	1.775	1.795	1.805	1.815	1.835
STEP 16				40014	40508	44584	45078	45324	45572	46066
				1.620	1.640	1.805	1.825	1.835	1.845	1.865
STEP 17				40508	41002	44584	45078	45324	45572	46066
				1.640	1.660	1.805	1.825	1.835	1.845	1.865
STEP 18				40508	41002	45324	45818	46066	46312	46806
				1.640	1.660	1.835	1.855	1.865	1.875	1.895
STEP 19				41002	41496	45324	45818	46066	46312	46806
				1.660	1.680	1.835	1.855	1.865	1.875	1.895
STEP 20				41002	41496	46066	46560	46806	47054	47548
				1.660	1.680	1.865	1.885	1.895	1.905	1.925
STEP 21				41496	41990	46066	46560	46806	47054	47548
				1.680	1.700	1.865	1.885	1.895	1.905	1.925
STEP 22					41990	46806	47300	47548	47794	48288
					1.700	1.895	1.915	1.925	1.935	1.955
STEP 23					42484	46806	47300	47548	47794	48288
					1.72	1.895	1.915	1.925	1.935	1.955
STEP 24					42484	47548	48042	48288	48536	49030
					1.72	1.925	1.945	1.955	1.965	1.985

Schedule B
Indexes for Additional Assignment and
Computation of Salary for Extended
Contracts

Athletic coaching positions, listed in Schedule B, are required to be issued in a separate contract. All other positions will be added to a standard teaching contract. Therefore, if one resigns an additional assignment in Schedule B other than a coaching position, the individual resigns his/her teaching contract.

1. Extended Contracts

The following positions will have extended contracts beyond the normal teaching contract. Each of the assigned days will be paid at the rate of 1/195 of the earned salary step of the person holding the position. The number of days assigned to each position will be determined annually by the Board of Education.

- A. Vocational Agriculture Teacher
- B. Varsity Band Director
- C. Assistant Band Director
- D. Industrial Technology Coordinator
- E. Guidance Counselor
- F. Home Economics Teacher
- G. Librarian
- H. Gifted Coordinator
- I. Business Education

2. The following supplemental salaries are percents of the B. A. Lane, Steps 0-11 of experience in the assignment:

- A. 22.5%
FFA Sponsor
- B. 13%
Speech
Drama
Band Director
High School Vocal
- C. 10%
Assistant Band Director
Assistant Vocal Director
Drama Assistant
Speech Assistant
- D. 7.5%
Reading Coordinator
Elementary Instrumental Music
Computer Coordinator (K-6)
Computer Coordinator (7-12)
Gifted Coordinator
- E 6.5%
Cheerleading

F. 5%

Annual Staff
Camera Club
Coffee Shack Coordinator
Coordinator of Music
Dance Team Sponsor
Debate
Guidance Counselor
High School Student Council
Newspaper

G. 2.5%

Each Assigned Junior Class Sponsor
Model United Nations
International Club

3. Coaching Staff

Percents of BA Lane Steps 0-11 of
Coaches Experience in the Assignment

A. Varsity Coach

1. Football, Basketball, Wrestling Volleyball, **Softball, Baseball & Strength & Conditioning Coach** 13%

2. Track, Golf, Soccer, Cross Country 10%

B Assistant - Varsity, Sophomores,

1. Football, Basketball, Wrestling, Volleyball 8%

2. Track, Baseball, Softball, 9th Grade
Football, Basketball, Ass't. Soph. Football, 7%
9th Grade Volleyball, Assistant Soccer, Assistant Cross Country

D. Middle School Coaches 6%

Coaches may be granted experience outside the system; same as for teaching.

4. Summer Drivers Education:

.007 x BA base, per pupil

5. All personnel in the bargaining unit will be allowed passes for school events. The employee may choose either a pass for self, spouse, and school-age children or for self and friend, in return for which each employee will work at school events as assigned by the high school principal, not to exceed five (5) events per year. An employee may, at his/her option, decide not to work at events and not receive the passes. "Events" shall be interpreted to include, but not restricted to, athletic, music, drama, speech, graduation, or homecoming activities and chaperoning a bus to and/or from such activities.

6. Outside school curriculum work as determined and assigned by the Board and accepted by the employee will be reimbursed at the rate of \$18.00 per hour.

Maintenance work necessary in certain curricular areas and not in the regular work assignment, as determined by the principal and the related instructors, will be reimbursed at the rate of \$18.00 per hour.

7. Nurses, when requested by the building Principal to accompany a field trip or activity day or administer emergency care as a result of a callback, or attend a staffing or child screen outside of the regular working day, will be able to choose one of the following options:

- a. An equal time period off out of a regular working day or days.
- b. Payment at the employee's per diem hourly rate, up to a maximum total of eight (8) hours per day.

Nurses must have all extra work, including the method of payment, approved by the building Principal in advance.

8. Part time nurses will be granted one half (1/2) hour of flex time per day equal to 90 hours a year for times requested by the building principal to accompany a field trip or activity day or administer emergency care as a result of a callback or attend a staffing or child screening outside of the regular working day.

APPENDIX C

Grievance Level One Documentation Form

Employee_____

Principal or Designee_____

Contract Language in dispute:

Resolution Sought:

Resolution reached in conference:

Signatures:

Employee

Principal/ designee

Date:_____

GRIEVANCE REPORT

Date Filed

Monticello School District

_____ Building

Name of Aggrieved Person

Distribution of Form

1. Association
2. Employee
3. Appropriate Supervisor
4. Superintendent

LEVEL II

A. Date Violation Occurred _____

B. Section(s) of Contract Violated _____

C. Statement of Grievance* _____

D. Relief Sought* _____

Signature

Date

E. Disposition by Principal _____

Signature of Principal
or his/her designee

Date

LEVEL III

A. _____
Signature of Aggrieved Person Date Received by Superintendent

B. Disposition by Superintendent of Designee _____

Signature of
Superintendent or Designee

Date

LEVEL IV

A. _____
Signature of Aggrieved Person Signature of Association
President

B. _____
Date Submitted to Arbitration Date Received by Arbitrator

C. Disposition and Award of Arbitrator* _____

Signature of Arbitrator

Date of
Decision

* If additional space is needed, attach additional sheets.

NOTE: All provisions of ARTICLE III of the Agreement shall be strictly
observed in the settlement of grievances.

Request for Horizontal Movement Form

TO: Superintendent of Schools
Monticello Community School District
Monticello, Iowa 52310

FROM: _____

I request approval of the following courses for horizontal movement on the Monticello Community School district salary schedule: (These are courses taken for graduate credit.)

<u>Course No.</u>	<u>Course Title</u>	<u>Sem. Hours</u>	<u>Term Taken</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

College/Institution _____

Address

Teacher Signature

The above courses are approved/rejectedd for horizontal movement on the Monticello Community School District salary schedule.

Date

Superintendent Signature